

SALE DEED

Date of Execution : 00.00.2023
Place of Execution : Lucknow

Sale Consideration : Rs. 00,00,000/-
Market Value : Rs. 00,00,000/-
Stamp Duty Paid : Rs. 0,00,000/-

DETAILS OF INSTRUMENTS IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Mohalla/Village	:	Vrindavan Yojana
4.	V-Code		
5.	Detail of Property	:	Plot No 16A/KH-2668/ ___ Part of Plot No. 16/KH-2668KA situated at Sector-16, Vrindavan Yojana-4, Lucknow.
6.	Standard of Measurement	:	Sq. Meters
7.	Plot Area		___ SQM
8.	Location Road	:	Situated at 00.0-meter-wide road
9.	Type of Property	:	Residential Plot
10.	Consideration	:	Rs. 00,00,000/-
11.	Boundaries	:	East:
			West:
			North:
			South:
12.	No. of Persons in the First Part (1): No. of Persons in Second Part (1):		
13.	Details of Seller:		Details of Purchaser:
	ALBINO CONSTRUCTIONS LLP , (PAN No. ABKFA7030K) a Limited Liability Partnership firm Seller, incorporated under		(i) MR. ____, (PAN NO. ____) _____) S/o Mr. ____ _____, R/o ____ _____

	the Partnership Act, 1932 having its Registered Office at Flat No. 403, Shri Ram Apartment, 23 New Berry Road, Dalibagh, Lucknow 226001, through its duly authorized Partner Mr. Jay Ram Jalan, S/o Late K. N. Jalan.		
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THIS DEED OF SALE IS EXECUTED BETWEEN

THIS SALE DEED MADE ON this ____ day of _____, 2023 BY **M/S ALBINO CONSTRUCTIONS LLP**, a Limited Liability Partnership firm, having it's registered office at Flat No. 403, Shri Ram Apartment, 23 New Berry Road, Dalibagh, Lucknow 226001 through its duly authorized partners Mr. Jay Ram Jalan son of Late K. N. Jalan permanent and present resident of 4/48, Gomti Nagar Extension, Behind Shipra Apartment, Sector-4, Gomti Nagar, Lucknow-226010 through declaration of authorized signatory dated **02/01/2023** (hereinafter referred to as '**SELLER**') which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the **FIRST PART**;

That the Mr. Jay Ram Jalan (seller) has appointed Mr. Sudhakar Prasad Tiwari S/o Late Shitla Prasad Tiwari R/o D-201 2nd Floor Spring Greens Apartment, Faizabad Road, Near Indira Canal, Anaura Kalan, Lucknow U.P. -227105, to present the sale deed for registration on behalf of Mr. Jay Ram Jalan (seller) through authenticated power of attorney which is registered in the office of Sub Registrar Sadar Second Lucknow on dated 19/07/2022 in Bahi no. 6 Jild no. 23 of pages 271 to 282 at serial no. 29 "Which is still in existence and has not been revoked till date".

IN FAVOUR OF

MR. _____ **Son of Mr.** _____, R/o _____

_____ (hereinafter referred to as the
'PURCHASER').

The "Word" Seller and Purchaser used herein before shall mean and always mean and include their respective legal heirs, successors, administrators, executors and assignees.

WHEREAS the Seller is the owner of Plot No. 16A/KH-2668/____, part of Plot No. 16/KH-2668KA Sector-16, Vrindavan Yojana-4, District-Lucknow measuring _____ sq. mtr. more specifically detailed in schedule of property given at the foot of this sale deed (hereinafter referred to as the **'SAID PROPERTY'**).

AND WHEREAS the seller became owner of the Plot 16/KH-2668KA measuring 2460 SQM from Uttar Pradesh Avas Evam Vikas Parishad, Lucknow through Exchange deed dated 02/05/2022 vide Bahi No. 1 Jild No. 8477 of pages 17 to 30 at serial No. 15075 registered in the office of Sub-Registrar Sarojini Nagar, Lucknow.

AND WHEREAS the Plot No. 16A/KH-2668/____ is part of Subdivision of the Plot 16/KH-2668KA Sector-16, Vrindavan Yojana-4, District-Lucknow which has been duly sanctioned by Uttar Pradesh Avas Evam Vikas Parishad, Vastukala Evam Niyojan Anubhag-6, Lucknow vide sanctioned MAP no. 69 dated 06/01/2023.

AND WHEREAS the seller as exclusive owner of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser for a sale consideration of **Rs. 00,00,000/- (Rupees _____ Only)** by way of ABSOLUTE SALE.

AND WHEREAS the seller has already received the said consideration amount from the Purchaser, the receipts of which seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed has inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby sold and fully satisfied himself/herself/themselves regarding the ownership rights of the seller in the said Plot and right to transfer the said Plot and purchaser has also examined the location etc. and **PURCHASER** has no complaint in any respect including the plot area here by sold. Further the claim of compensation, if any, by the Purchaser in respect of the Plot No. **16A/KH-2668/_____** hereby sold shall be deemed to have been waived.

NOW THIS SALE DEED WITNESSETH AS UNDER: -

1. That having received the said consideration amount **Rs. 00,00,000/- (Rs. _____ Only)** paid by the Purchaser, the receipt whereof is hereby acknowledged by the Seller, the Seller both hereby sells, conveys and assigns absolutely to the Purchaser the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.

2. That Seller has handed over the vacant possession of the property mentioned above to the Purchaser with all its rights and privileges so far held and enjoyed by the seller.
3. That the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.
4. That the property hereby sold is free from all sorts of encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the seller is pending in any court of law or with any authority.
5. The Purchaser undertakes not to make any objection or make any claim regarding any services or facilities from the Seller. It will be responsibility of PURCHASER to take his own electricity connection from Lucknow Electric Supply undertaking. Seller will not be responsible for any facilities/services like sewer, STP, drinking water, electricity/transformer etc. and the PURCHASER will have to manage the same at his own cost from government/ semi government or any other private agency.
6. That the purchaser shall use the demised property for residential purposes and this shall be applicable to the subsequent transferee also.
7. The purchaser shall not be encroaching any road or adjoining plots area.

8. That house construction activity can be started only after getting house map sanctioned/permit no. from U. P. Awas Evam Vikas Parishad at purchaser's cost & expense and whenever house construction activity is started by the purchaser shall be done in very neat and clean manner without disturbing neighbors plots, common passage / roads by collecting the building materials etc on the same. Any service connection like telephone, internet, DTH, Green Gas etc required by the Purchaser shall be managed by PURCHASER at purchaser's cost & expenses.

9. That all the expenses for execution and registration of this deed have been borne & paid by the purchaser.

10. The external services which may be provided by the respective Civic Authorities is beyond the control of the Seller. The internal services are to be synchronized with the external services to be managed by the purchasers at its cost/expense from the Civic Authorities. However, in the event of delay on part of Civic Authorities to provide external services, the Purchaser undertakes not to hold the Seller responsible for such delay & its consequential effects.

11. That the vacant possession of the property hereby sold has been delivered by the Seller to the Purchaser with all rights of easement, privileges so far held and enjoyed by the Seller to hold and enjoy the same by the PURCHASER free from all sorts of encumbrances.

12. That the purchaser hereby agreed to abide by the building rules, municipal bylaws and regulation as may be framed from time to time in future.

13. That all taxes, charges, assessment as levied or may be levied by the Civic authorities, Nagar Nigam, or any lawful Authorities upon the property hereby transferred shall be borne & paid by the purchaser from the date of levy or sale deed, whichever is later including the house, municipal & water tax.

14. That the area of the plot hereby sold is 0000 sq. ft. = 000.000 sq. mtr. The market value whereof for the purposes of stamp duty as per rates fixed by Collector Lucknow @ Rs. 25000/- per sq. mtr. comes to Rs. 00,00,000/- only. The plot is bounded by 4 feet boundary wall costing near about Rs. 50,000/- Thus, the total valuation of plot is Rs. 29,57,025/-. Actual sale consideration is of Rs. 00,00,000/- (Rupees _____ Only), /- which is higher than valuation & the highest value for the purpose of payment of stamp duty. Hence stamp duty of Rs. 0,00,000/- has been paid as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 vide E-Stamp.

15. That the expressions “**Seller**” and the “**Purchaser**” hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assignee's.

IN WITNESS WHEREOF WE the above-named Seller and the Purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

SCHEDULE OF PROPERTY

Plot No. **16A/KH-2668/**____ part of Plot No. 16/KH-2668KA situated at
Sector-16, Vrindavan Yojana-4, Lucknow measuring **000.00** sq.mtr., and
bounded as below: -

East:

West:

North:

South:

WITNESSES :-

Signed for & on behalf of

1.

SELLER
(ABKFA7030K)

2.

PURCHASER
(_____)

Drafted & Typed By:

Sudhakar Prasad Tiwari
(Advocate)
High court Lucknow